

GENERAL TERMS AND CONDITIONS

Playable ApS | Version 2.0 | May 2026

Annex 2 to the Subscription Agreement

1. General Information

- 1.1. These General Terms and Conditions govern the relationship between Playable ApS (“Playable”) and the Customer with respect to the Customer’s access to and use of the Platform. Playable and the Customer enter into this Agreement with a shared commitment to a productive and collaborative working relationship, in which Playable provides the Platform and the Customer uses it to create and run engaging gamification campaigns.
- 1.2. The Playable Platform is provided as a software-as-a-service (SaaS) solution, meaning the Customer accesses the Platform remotely via the internet at all times, without the need to download or install software. Playable is responsible for hosting, maintaining, and continuously developing the Platform so that the Customer can focus on building great campaigns.
- 1.3. By accessing, implementing, or otherwise using the Platform, the Customer agrees to be bound by these General Terms and Conditions and all annexes hereto, unless other terms and conditions has been mutually agreed by the parties in writing.
- 1.4. Subscription Fees are based on the Customer independently producing and running its own campaigns within the Platform. Playable provides an introduction to the Platform and ongoing Support, as further described herein, both of which are included in the Subscription Fee.

2. Definitions

- 2.1. Unless otherwise specified in these General Terms and Conditions, the following words or phrases shall, when written with a capital letter in the Agreement or these General Terms and Conditions, have the following meanings:
 - a) **“Accessible Period”** has the meaning given in Section 15.1
 - b) **“Account”** means the named account that the User(s) has access to in order to access the Playable Platform.
 - c) **“Channels”** means the Customer’s marketing channels such as website, social media, mobile applications and other digital marketing channels.
 - d) **“Customer”** means the Party identified as such in the Agreement.
 - e) **“Data”** means any information entered into the Platform, or created as a result of use of the Platform, by the Customer.
 - f) **“Downtime”** means that a campaign is not live due to interruptions in the Software service provided by Playable in accordance with the Uptime commitments set out in the Service Level Agreement.
 - g) **“Effective Date”** means the date as specified in the Subscription Agreement
 - h) **“Fee”** means the consideration due by the Customer to Playable in return for the Subscription and any agreed additional services.
 - i) **“Force Majeure”** means events that are outside of a Party’s reasonable control and which prevent or have a substantial negative effect on a Party’s ability to perform its obligations under the Agreement, including but not limited to: war, civil war, revolutions, public unrest, riots, labour conflicts, strikes, government intervention, flooding, fire, earthquakes, severe weather, pandemics.
 - j) **“Managed Services”** means non-subscription professional services performed by Playable at the Customer’s request, charged on a time-and-materials basis. They cover platform-related tasks including standard solutions built using existing Platform capabilities and custom solutions involving technical development not available as a standard solution.
 - k) **“Playable”** means Playable ApS, a private limited company incorporated in Denmark (in Danish: “anpartsselskab”), Danish company number (CVR-number) 36986476.
 - l) **“Subscription”** means a non-exclusive, non-transferable, limited and revocable right to access and use the Platform on the terms and conditions further set forth herein or as otherwise agreed between the Parties.
 - m) **“Agreement”** means a contract entered into between Playable and Customer regarding the Customer’s use of the Platform consisting of the Subscription Agreement together with the Playable General Terms and Conditions, Service Level Agreement, and Data Processing Agreement.
 - n) **“Subscription Term”** means a period of time specified in the Subscription Agreement during which access to the Platform is granted.
 - o) **“Participant”** means an individual end-user who participates in a marketing campaign created by the Customer via the Platform.
 - p) **“Party”** or **“Parties”** means either, or both, of Playable and Customer.

- q) "**Performance Warranty**" has the meaning given in Section 10.2.a
- r) "**Platform**" means the software platform developed and provided by Playable pursuant to a Agreement.
- s) "**Service Level Agreement**" or "**SLA**" shall have the meaning defined in the Service Level Agreement annexed to the Agreement.
- t) "**Statement of Work**" or "**SoW**" means a detailed project document that defines the specific scope of a Managed Services request and contains scope description, timelines and cost information.
- u) "**Support**" means remote troubleshooting capabilities and basic usability assistance as described in the Service Level Agreement, Section 2.
- v) "**Update**" means any amendment, addition, or removal of specific functionalities, content and/or features on the Platform.
- w) "**Uptime**" means that the Platform is accessible (subject to normal remote access from the Customer to the internet) and functions normally without substantial errors or malfunction. Uptime commitments and measurement methodology are set out in the Service Level Agreement.
- x) "**User**" means an individual employee or agent, whether human or digital, who is granted access to the Platform Account.

3. Playable's Services

- 3.1. Playable provides the Customer with access to the Platform; a SaaS-based gamification platform that enables the Customer to build, configure, and run interactive marketing campaigns using a library of more than 40 game concepts. Hosting, upgrading, and maintenance of the Platform are provided by Playable and included in the Subscription Fee.
- 3.2. Access to the Platform is granted by username and password. Upon signing the Agreement, Playable will distribute initial login credentials to an administrator designated by the Customer. The Customer may then create individual User accounts up to the number of Users seats specified in the Agreement.
- 3.3. The Platform is continuously developed and updated to improve performance and functionality. While Playable works to ensure that existing campaigns remain unaffected, in some situations an update may affect previously developed campaigns. Playable makes no representations or warranties regarding the duration of specific functions, functionalities, or features of the Platform, except that campaigns that are actively live at the time of an update will not be disrupted by that update or release.
- 3.4. If the Customer employs custom development within the Platform - such as custom CSS or JavaScript - it is the Customer's responsibility to ensure that such customisations remain up-to-date and fully operational. Playable provides no guarantees regarding the continued compatibility or performance of custom development, unless otherwise agreed in a separate written agreement.
- 3.5. Playable provides operational support via the chat function within the Platform or by email at support@playable.com, on weekdays between 08:00 and 21:00 CET.

4. Managed Services

- 4.1. At the Customer's request, Managed Services will be provided subject to a formal Statement of Work (SoW). Each SoW will include a detailed description of the services, an estimated delivery timeline, and the total cost. No services will begin until both parties have mutually accepted and approved the SoW.
- 4.2. It is the responsibility of the Customer to review and approve the final campaign and settings to ensure that the campaign is as intended.
- 4.3. It is the responsibility of the Customer to make use of the Managed Services bought within the Subscription Term and potential unused services will not be transferred to other campaigns/services/Terms or paid back to the Customer.

5. Payment

- 5.1. Playable shall invoice the Customer for the Subscription Fee annually in advance, with the initial invoice issued upon entry into the Agreement.
- 5.2. Where applicable, One-Time Fees shall be invoiced upon entry into the Agreement or, where such fees arise during the Subscription Term, at the time they are agreed between the Parties.
- 5.3. Subsequent invoices for each renewal Subscription Term may be issued up to one month prior to the start of that renewal Subscription Term or as agreed.

- 5.4. All invoices are due within the number of days specified in the Subscription Agreement, measured from the invoice date. If no payment term is specified in the Subscription Agreement, invoices are due within fourteen (14) days of the invoice date.
- 5.5. If the Customer fails to pay any undisputed invoice by its due date, interest shall accrue on the overdue amount from the due date at the rate prescribed by the Danish Interest Act ("Renteloven"), as amended and in force at the time payment becomes due.
- 5.6. If any undisputed invoice remains unpaid for more than fourteen (14) days after its due date, Playable may, upon no less than fourteen (14) days' prior written notice to the Customer, suspend the Customer's access to the Platform until payment is received in full. Suspension of access does not relieve the Customer of its obligation to pay all Fees accrued or due under the Agreement. For the avoidance of doubt, Playable shall not suspend access to the Platform while the Customer is disputing an invoice reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.7. Annual Subscription Fee shall be adjusted at each renewal with an increase of five percent (5%).
- 5.8. The Customer shall notify Playable in writing of any good-faith dispute regarding an invoice within fourteen (14) days of receipt, specifying the amount disputed and the basis for the dispute. The parties shall work together in good faith to resolve any such dispute within thirty (30) days of the dispute notice. Undisputed portions of an invoice remain due in accordance with Section 5.4.
- 5.9. All Fees are stated exclusive of VAT and any other applicable taxes. The fees set out in this Agreement are calculated on the basis that no withholding tax or similar deduction is applicable to any payments made hereunder. If any applicable law requires the Customer to withhold or deduct any amount from a payment to Playable, the Customer shall notify Playable promptly, and the Parties shall negotiate in good faith to adjust the affected Fees so that Playable receives the equivalent net amount it would have received in the absence of such withholding or deduction.

6. Rights to Data and the Playable Platform

- 6.1. Playable retains all intellectual property rights in and to the Platform, including all underlying software, technology, documentation, and any modifications or enhancements. Playable grants the Customer a limited, non-exclusive and non-transferable right to access and use the Platform during the Subscription Term, solely for purposes as specified in the Subscription Agreement. No rights in the Platform are granted to the Customer other than those expressly set out in this Agreement.
- 6.2. The Customer retains all intellectual property rights in and to its content, including materials uploaded to and modified via the Platform. All Data relating to the Customer's Participants and campaigns belongs to the Customer. The Customer grants Playable a limited, non-exclusive right to host, store, process, and display the Customers Data to the extent necessary to provide the services under this Agreement.
- 6.3. Playable shall process Customer Data solely for the purpose of delivering the services under this Agreement and in accordance with the Data Processing Agreement, which is incorporated into this Agreement.
- 6.4. Playable may collect and use aggregated, anonymised Data derived from use of the Platform for internal analytics and service improvement purposes. Such data shall not contain personal data or be used in a manner that could reasonably identify the Customer.

7. Data Protection and Hosting

- 7.1. The Parties are individually responsible for complying with their respective obligations regarding any processing of personal Data. Playable acts as a data processor only on instructions from the Customer, who is the data controller and responsible for the Data.
- 7.2. As data processor, Playable takes the necessary technical and organisational security measures to prevent information from being accidentally or unlawfully destroyed, lost, altered, disclosed, or accessed without authorisation, or otherwise processed in violation of the GDPR. Playable shall comply with the Data Processing Agreement between the Parties. At the Customer's reasonable request, Playable shall provide sufficient information to demonstrate that the aforementioned technical and organisational security measures have been implemented.

- 7.3. Data protection terms and conditions are set forth in the Data Processing Agreement between Playable and the Customer. A Data Processing Agreement shall be in force between the Parties as a condition for the Customer to be able to execute a live campaign that collects Data.

8. Confidentiality

- 8.1. Playable treats all Customer Data confidentially.
- 8.2. The Parties shall keep confidential all information (written or oral) concerning the business and affairs of the other Party, and any specifications, drawings, customer information, personal data, content, diagrams, patterns or other materials obtained, received or created as a result of discussions leading up to, during, or in connection with the performance of the Agreement. Each Party shall only use such information in the performance of the Agreement and shall not, without the other Party's written consent, disclose such information in whole or in part to any person other than those staff, subcontractors and agents involved in the implementation of the Agreement who have a need to know, and shall ensure that all such persons comply with the obligations in this Section 8.2.
- 8.3. The Parties' obligations in Section 8.2 shall not apply to information that is or becomes publicly available other than as a result of a breach of Section 8.2.
- 8.4. The Customer accepts that Playable may use examples from campaigns, and the Customer's name and logo, in marketing materials. All such use shall be made in good faith and to a fair extent. Consent to such use may be withdrawn at any time by written notice to legal@playable.com, such withdrawal to be effective no later than five (5) business days after such notice is given.

9. Acceptable Use Policy

User Credentials

- 9.1. User logins are personal and shall not be shared. The Customer is responsible for the security of its User logins and must manage unique passwords and usernames in a manner that prevents unauthorised access to the Platform. If the Customer becomes aware of any misuse, Playable must be informed immediately in writing. The Customer shall ensure that all Users comply with the Agreement and these General Terms and Conditions. The Customer shall be liable for any breach or violation by a User.

Fair Use

- 9.2. The Customer acknowledges that the Platform depends on finite resources shared among many customers. The Customer agrees to only use the Platform for the purpose agreed between the Parties.
- 9.3. If the Customer is found to be using the Platform for other than the purpose, whether deliberately or not, Playable will contact the Customer and work to remedy the situation. Playable may make recommendations regarding system design, configuration, user training, or internal support procedures. Playable reserves the right to suspend the activity immediately where such activity could negatively impact Playable or other customers.
- 9.4. If Participants access or use a campaign in a manner that the Customer did not intend, Playable may, at the Customer's request, perform a cleanup or deletion of Participant registrations, at the Customer's expense. The Customer may request a quote prior to the performance of such work.

Prohibited Activities

- 9.5. Playable reserves the right to suspend any malicious activity immediately where such activity could negatively impact Playable or other customers.
- 9.6. The Customer is prohibited from using the Platform in a manner that requires or solicits participants to make a monetary stake, wager, or any other form of financial contribution as a condition of participation in any campaign. This includes, but is not limited to, pay-to-play mechanics, entry fees, or any arrangement whereby a participant's chance of winning a prize is contingent upon a monetary contribution.
- 9.7. The Customer may not sell, assign, distribute, sublicense, rent, lease, lend, mortgage, pledge or otherwise transfer its rights and/or obligations under the Agreement without prior written permission from Playable.

9.8. The Customer is prohibited from conducting penetration tests, vulnerability scans, or any similar security testing activities on the Platform production environment without the express prior written consent of Playable. Any unauthorised testing will be considered a material breach of the Agreement.

Prohibited Content

9.9. The Customer shall not use the Platform to create, distribute, or promote content that:

- a) is unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable;
- b) violates any applicable laws or regulations, including data protection and privacy laws;
- c) infringes the intellectual property rights of any third party;
- d) contains malware, viruses, or any other harmful or disruptive code; or
- e) promotes discrimination, hatred, or violence against any person or group.

10. Warranties

Mutual Warranties

10.1. Each Party represents and warrants to the other that:

- a) it has full legal power and authority to enter into and perform its obligations under the Agreement;
- b) the Agreement has been duly authorised and executed and constitutes a binding obligation enforceable in accordance with its terms; and
- c) it will comply with all applicable laws and regulations in performing its obligations under the Agreement.

Playable Warranties

10.2. Playable warrants that:

- a) the Platform will perform materially in accordance with its published documentation during the Subscription Term (“Performance Warranty”);
- b) Playable will not materially reduce the overall functionality of the Platform during the Subscription Term without reasonable prior notice to the Customer; and
- c) Playable will implement and maintain appropriate technical and organisational security measures to protect Customer Data, as further described in the Data Processing Agreement.

Disclaimer of Warranties

10.3. Except as expressly set out in this Section 10, the Platform and all services are provided on an “as is” and “as available” basis. Playable expressly disclaims all other warranties, whether express, implied, statutory, or otherwise, including in relation to the specific use that the Customer wishes or may have anticipated, including for integration or interaction between the Platform and the Customer’s other hardware and software, unless specifically pre-approved in writing by Playable. Playable does not warrant that the Platform will be error-free or uninterrupted.

10.4. The Performance Warranty does not apply to issues arising from:

- a) The Customer’s modifications to the Platform or use of custom development;
- b) third-party platforms, integrations, or services outside Playable’s control; or
- c) use of the Platform in a manner not permitted under the Agreement.

11. Indemnification

11.1. Playable will defend the Customer against any third-party claim alleging that the Platform, as provided by Playable and used by the Customer in accordance with the Agreement, infringes a third party’s intellectual property rights. Playable will indemnify the Customer against damages, costs, and legal fees finally awarded by a court or agreed in a settlement approved in writing by Playable.

11.2. Playable’s obligation under Section 11.1. does not apply to claims arising from:

- a) the Customer’s modification of the Platform or its combination with third-party products, services, or content not provided by Playable;
- b) Customer Data or content uploaded or provided by the Customer; or
- c) use of the Platform in a manner not permitted under the Agreement.

12. Liability and Limitation of Liability

- 12.1. Neither Party and its shareholders, affiliates, subsidiaries, distributors and their respective officers, directors, employees and personnel shall be liable to the other for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to this Agreement, including but not limited to loss of revenue, loss of profits, loss of business, loss of data, or loss of anticipated savings, even if such Party has been advised of the possibility of such damages.
- 12.2. Each Party's total aggregate liability to the other Party under or in connection with this Agreement, whether arising in contract, tort, breach of statutory duty, or otherwise, shall not exceed the Subscription Fees paid or payable by the Customer to Playable in the twelve (12) month period immediately preceding the event giving rise to the claim.
- 12.3. The Platform may automatically extract winners from a marketing campaign. Playable disclaims all liability for the use of automatic winner extraction, handling of prizes and information to winners. Playable recommends that in campaigns with prize pools of significant value, prizes, winnings and information to winners are handled manually.
- 12.4. Neither party is responsible, and shall have no liability, for any events attributable to Force Majeure which prevent or restrict the delivery of performing its obligations. If a Force Majeure event prevents Playable from performing its obligations for more than thirty (30) consecutive days, the Customer may elect to terminate the Agreement upon written notice, with no further obligation or liability. In the event of such termination, Playable shall refund to Customer all pre-paid Subscription Fees for the remainder of the Subscription Term.
- 12.5. Notwithstanding Sections 12.1 and 12.2, nothing in this Agreement shall limit or exclude either Party's liability for:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) a Party's wilful misconduct or gross negligence;
 - d) Playable's obligations under Section 11.1 (third-party intellectual property infringement);
 - e) any liability that cannot be limited or excluded by applicable law.

13. Term and Termination

- 13.1. The Term of this Agreement shall commence on the Effective Date and continue for the duration of the Subscription Term.
- 13.2. The Agreement shall automatically renew for successive twelve (12) month Subscription Terms.
- 13.3. Where the Agreement designates the Subscription as a Proof of Concept ("POC") or Campaign Subscription, the Agreement shall expire automatically at the end of the Subscription Term without renewal.
- 13.4. Either Party may elect not to renew this Agreement by providing the other Party with written notice of non-renewal at least 1 month prior to the end of the then-current Subscription Term, with such non-renewal taking effect at the end of that Subscription Term.
- 13.5. In the event of a material breach, the non-breaching Party may terminate this Agreement if the breach has not been rectified within fourteen (14) days after the defaulting Party receives written notice specifying the breach.
- 13.6. Upon termination, except as otherwise described in this Agreement, Playable is not required to refund any portion of the Subscription Fees or other consideration to the Customer. For the avoidance of doubt, early termination by the Customer prior to the end of the Subscription Term does not entitle the Customer to any refund of pre-paid Subscription Fees and does not relieve the obligation to pay all Fees accrued or due under the Agreement, unless the termination has occurred due to Playable's material breach, in which case Playable shall refund to the Customer all pre-paid Subscription Fees for the remainder of the Subscription Term.

14. Transfer of Rights

- 14.1. Playable cannot, without prior written consent from the Customer, transfer all or part of its rights and obligations under this Agreement to any third party. Playable is, however, entitled at any time without the Customer's consent to transfer its rights and obligations under this Agreement as part of a sale of the business operated by Playable or to companies that are group-associated with Playable as defined in Section 5, no. 18, cf. Section 7, of the Danish Companies Act ("selskabsloven" as amended and in effect at the time of any such transfer).

15. Exit and Data Export

- 15.1. Upon expiration or termination of the Agreement, the Customer's right to publish campaigns on the Platform shall cease immediately. The Customer's Account will remain accessible in the Platform for a minimum period of twelve (12) months following the date of expiration or termination (the "Accessible Period").
- 15.2. During the Accessible Period, the Customer shall have the right to export and retrieve its Data from the Platform in a commonly used, machine-readable format. Playable will provide reasonable assistance to facilitate such export. The export of personal Data is subject to the applicable retention periods set out in the Data Processing Agreement between the Parties, which may be shorter than the Accessible Period.
- 15.3. The Customer may request deletion of its Account prior to the end of the Accessible Period by contacting Playable support via the chat function or at support@playable.com. After the Accessible Period, Playable reserves the right to permanently delete the Customer's account and associated Data without further notice.

16. Choice of Law, Jurisdiction and Severability

- 16.1. This Agreement shall be governed by the laws of the Kingdom of Denmark.
- 16.2. Any dispute between the Parties arising out of or in connection with this Agreement, including all Annexes, shall be subject to the exclusive jurisdiction of the courts of the Kingdom of Denmark, with the Municipal Court in Aarhus as the court of first instance.
- 16.3. If any term or clause of this Agreement or its Annexes is declared void or unenforceable in a particular situation by a court of competent jurisdiction, this declaration shall not affect the validity or enforceability of the remaining terms and provisions, nor the validity or enforceability of the void or unenforceable term in any other situation.